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Attorneys for Defendant  
Mortgage Lenders of America, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

ALFREDO LEON OREA,

Plaintiff,

v.

MORTGAGE LENDERS OF AMERICA,  
LLC,

Defendant.

Case No. 13-3913

**DEFENDANT'S NOTICE OF  
REMOVAL**

Dept:

COMES NOW Defendant Mortgage Lenders of America, L.L.C. ("Defendant"), by and through its counsel of record, and hereby removes the above-styled case from the Superior Court of Contra Costa County, California, at Martinez, to the United States District Court for the Northern District of California, at Oakland, pursuant to 29 U.S.C. §§ 201, et seq., 28 U.S.C. § 1331 and 28 U.S.C. §§ 1441, 1446. As grounds for removal, Defendant states as follows:

**STATEMENT OF THE CASE**

1. Plaintiff Alfredo Leon Orea ("Plaintiff") filed his Complaint against Defendant on July 10, 2013, in the Superior Court of Contra Costa County, California, styled Alfredo Leon Orea v. Mortgage Lenders of America, LLC, Case No. C 13-01484 (the "State Court Action").

2. The Complaint and Summons were served on Defendant on July 25, 2013.

1           3.       Plaintiff seeks to recover actual damages, punitive damages, and attorney's fees in  
2 this action for alleged violations of the Fair Credit Report Act, 15 U.S.C. § 1681 *et seq.*, as  
3 amended.

4                               **REMOVAL BASED ON FEDERAL QUESTION**

5           4.       This case is a civil action over which this Court has jurisdiction pursuant to the  
6 provisions of 28 U.S.C. § 1331, and is one that may be removed to this Court by Defendant  
7 pursuant to the provisions of 28 U.S.C. § 1441.

8           5.       This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1331, in  
9 that this is a civil action arising under the Constitution, laws or treaties of the United States;  
10 specifically 15 U.S.C. § 1681 *et seq.*, otherwise known as the Fair Credit Reporting Act  
11 ("FCRA"), as follows:

12           (a)       Plaintiff's Complaint, on its face, alleges a violation of the FCRA. (*See* Plaintiff's  
13 Complaint).

14           (b)       The FCRA, pursuant to 15 U.S.C. § 1681p, provides that any action alleging a  
15 violation of its provisions "may be brought in any appropriate United States district court without  
16 regard to the amount in controversy . . ."

17                               **TIMELINESS OF REMOVAL**

18           6.       This Notice of Removal is timely filed within thirty (30) days after service and  
19 receipt by Defendant of the Complaint and Summons, in compliance with 28 U.S.C. § 1446(b).  
20 Neither Defendant nor its attorneys have made any appearance in the State Court Action. No  
21 further proceedings have occurred in this action, and the Complaint, Summons, Civil Case Cover  
22 Sheet and Notice of Case Management Conference constitute the only process, pleadings or  
23 papers served in this action.

24                               **ATTACHMENT OF STATE COURT PLEADINGS**

25           7.       A copy of the Complaint, Summons, Civil Case Cover Sheet and Notice of Case  
26 Management Conference are attached hereto collectively as **Exhibit A** and incorporated herein by  
27 reference.

28       ///

**NOTICE OF REMOVAL GIVEN TO STATE COURT**

8. Pursuant to 28 U.S.C. § 1446(d), a Notice of Filing of Notice of Removal is being filed with the Superior Court of Contra Costa County, California, on the date of this filing.

WHEREFORE, Defendant Mortgage Lenders of America, L.L.C., removes this action to the United States District Court for the Northern District of California, at Oakland, and requests that no further proceedings be had in the Superior Court of Contra Costa County, California.

Dated: August 23, 2013

POLSINELLI LLP

By: /s/ Michael P. Cutler

Michael P. Cutler (State Bar No. 270663)  
2049 Century Park East, Suite 2300  
Los Angeles, California 90067  
Telephone: (310) 556-1801  
Facsimile: (310) 556-1802

Attorneys for Defendant  
Mortgage Lenders of America

# **EXHIBIT A**

7/25/13  
3:40 pm  
lax**SUMMONS**  
(CITACION JUDICIAL)NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**MORTGAGE LENDERS OF AMERICA, LLC**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**ALFREDO LEON OREA**

SUM-100

FOR COURT USE ONLY  
SOLO PARA USO DE LA CORTE

2013 JUL 10 P 3:31

COURT CLERK OF SUPERIOR COURT  
COUNTY OF CONTRA COSTA, CALIF.

**A.J. GAMBOL**

**COPY**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte la podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of Contra Costa

725 Court Street

Martinez, CA 94553

CASE NUMBER:  
(Número del Caso):**C 13-01484**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Todd M. Friedman, 369 S. Doheny Dr., #415, Beverly Hills, CA 90211, 877-206-4741

DATE:  
(Fecha) **JUL 10 2013**Clerk, by  
(Secretario)**A.J. GAMBOL**Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Mortgage Lenders of America, LLC**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☒ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
- ☐ other (specify):

4. ☒ by personal delivery on (date): **7-25-13****EXHIBIT****A**

COPY

FILED

2013 JUL 10 P 3:28

CLERK OF THE SUPERIOR COURT  
COUNTY OF CONTRA COSTA, CALIF.

A.J. GAMBOT

Todd M. Friedman (216752)  
Nicholas J. Bontrager (252114)  
Suren N. Weerasuriya (278512)  
Law Offices of Todd M. Friedman, P.C.  
369 S. Doheny Dr. #415  
Beverly Hills, CA 90211  
Phone: 877-206-4741  
Fax: 866-633-0228  
tfriedman@attorneysforconsumers.com  
nbontrager@attorneysforconsumers.com  
sweerasuriya@attorneysforconsumers.com  
Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF CONTRA COSTA  
UNLIMITED JURISDICTION

ALFREDO LEON OREA,	) Case No. C 13-01484
Plaintiff,	) COMPLAINT FOR VIOLATION
	) OF FAIR CREDIT REPORTING ACT
vs.	) (Amount exceeds \$25,000)
MORTGAGE LENDERS OF AMERICA,	) 1. Violation of Fair Credit Reporting Act
LLC,	)
Defendant.	) PER LOCAL RULE 5 THIS
	) CASE IS ASSIGNED TO
	) DEPT <u>31</u>

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by Plaintiff, an individual, against Defendant, for violations of the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*, as amended. ("FCRA").

II. PARTIES

2. Plaintiff, ALFREDO LEON OREA ("Plaintiff"), is a natural person residing in Contra Costa county in the state of California.

3. At all relevant times herein, Defendant, MORTGAGE LENDERS OF AMERICA, LLC, ("Defendant") is a limited liability company with corporate headquarters in Overland Park, Kansas and is engaged in the consumer home loan industry wherein Defendant attempts to secure various home loans for consumers nationwide.

4. At all times pertinent hereto, Defendant was a "person" as that term is defined by 15 U.S.C. § 1681a(b).

5. At all times pertinent hereto, Plaintiff was a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

6. Defendants acted through their agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

III. FACTUAL ALLEGATIONS

7. In or about January or February of 2013, Plaintiff began working with Defendant for the purpose of potentially completing a refinance of Plaintiff's home residence.

8. During the course of this process, Plaintiff exchanged numerous emails with Defendant and also provided countless financial documents.

9. Plaintiff specifically instructed Defendant's agents not to pull his credit report as Plaintiff was mindful that continued inquiries of his credit report would harm his potential credit worthiness.

10. Nevertheless, on February 6, 2013, Defendant, without obtaining any permission, and without a permissible purpose, accessed Plaintiff's consumer report

1 (hereinafter "credit report") via Experian, TransUnion and Equifax, the national credit reporting  
2 agencies.

3 11. Upon notification that Defendant had accessed Plaintiff's credit Despite  
4 Plaintiff's instructions not to do so, Plaintiff notified Defendant and demanded that Defendant  
5 remedy the situation.  
6

7 12. Defendant informed Plaintiff that Defendant could not remedy the situation/  
8

9 13. As a result of Defendant's conduct, Plaintiff has suffered actual damages and  
10 serious financial and pecuniary harm arising from monetary losses relating to credit denials,  
11 loss of credit and loan opportunities, all of which will continue into the future to Plaintiff's  
12 great detriment and loss.

13 14. As a result of Defendant's conduct, Plaintiff has suffered great physical,  
14 emotional and mental pain and anguish, and Plaintiff will continue to suffer the same for an  
15 indefinite time in the future, all to Plaintiff's great detriment and loss.  
16

17 19. As a result of Defendant's conduct, Plaintiff has suffered actual damages in the  
18 form of financial and dignitary harm arising from the injury to credit rating and reputation, and  
19 Plaintiff will continue to suffer the same for an indefinite time in the future, all to Plaintiff's  
20 great detriment and loss.  
21

22 20. As a result of Defendant's conduct, Plaintiff has suffered a decreased credit  
23 score as a result of the negative trade-line entries appearing on Plaintiff's credit file.  
24  
25  
26  
27  
28

FIRST CLAIM FOR RELIEF

**VIOLATION OF THE FCRA - OBTAINING A CONSUMER REPORT BY  
USE OF FALSE PRETENSES, 15 U.S.C. § 1681 *et seq.***

21. Plaintiff repeats and re-alleges and incorporates by reference the preceding paragraphs.

22. Defendant knowingly or negligently used deception and false pretenses to obtain Plaintiff's consumer report, by falsely representing or certifying that the report was being obtained for a permissible purpose.

23. Defendant's conduct in obtaining Plaintiff's credit report under false pretenses violates 15 U.S.C. §1681q.

**WHEREFORE**, Plaintiff requests that this Court enter judgment in his favor and against Defendant as follows:

- A. Pursuant to 15 U.S.C. § 1681n(a) (1) (B), award him actual damages, or \$1,000 for each access of his credit report obtained by false pretenses, whichever is greater;
- B. Pursuant to 15 U.S.C. § 1681n(a) (2), award such punitive damages as the Court deems appropriate;
- C. Pursuant to 15 U.S.C. § 1681n(a) (3), award costs of the action and reasonable attorney fees; and
- D. Grant such other and further relief as the court deems just and proper.

SECOND CLAIM FOR RELIEF

**VIOLATION OF THE FCRA—WILLFULLY AND NEGLIGENTLY OBTAINING A  
CONSUMER REPORT WITHOUT A PERMISSIBLE PURPOSE**

24. Plaintiff repeats and re-alleges and incorporates by reference the preceding paragraphs.

25. Defendant acted knowingly or negligently in requesting and obtaining Plaintiff's credit report without a permissible purpose, and therefore violated 15 U.S.C. §1681b(f).

26. Defendant's conduct was a direct and proximate cause, as well as a substantial factor, in causing the serious injuries, damages, and harm to Plaintiff that are outlined more fully above, and as a result, Defendant is liable to compensate Plaintiff for the full amount of statutory, punitive, and actual damages, along with attorneys' fees and costs, as well as other such relief, permitted by law.

WHEREFORE, Plaintiff requests that this Court enter judgment in his favor and against Defendants as follows:

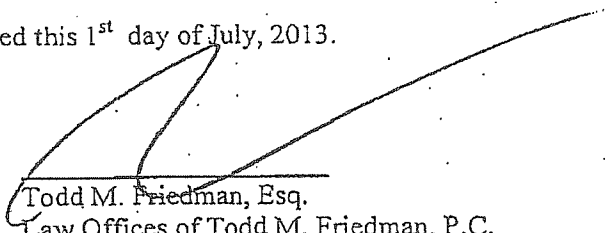
- A. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), award him actual damages, or not less than \$100 and not more than \$1,000 for each impermissible access of his credit report, whichever is greater;
- B. Pursuant to 15 U.S.C. § 1681n(a)(2), award such punitive damages as the Court deems appropriate;
- C. Pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o, award costs of the action and reasonable attorney fees; and
- D. Grant such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff demands trial by jury in this action.

Respectfully submitted this 1<sup>st</sup> day of July, 2013.

By:

  
\_\_\_\_\_  
Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
Attorney for Plaintiff

CM-010

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 369 S. Doheny Dr. #415 Beverly Hills, CA 90211 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228 ATTORNEY FOR (Name): Plaintiff, Alfredo Leon Orea		FOR COURT USE ONLY  <b>FILED</b>  2013 JUL 10 P 3:30  CLERK OF THE SUPERIOR COURT A.J. GAMBOL 75 _____
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Contra Costa STREET ADDRESS: 725 Court Street MAILING ADDRESS: CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME:		
CASE NAME: Alfredo Leon Orea v. Mortgage Lenders of America, LLC		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |   |
|---|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WO (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WO (23)<br><b>Non-PI/PD/WO (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (18)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input checked="" type="checkbox"/> Other non-PI/PD/WO tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3,740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 1, 2013  
 Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

## CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov

American LegalNet, Inc.  
 www.FormsVardflow.com

SUPERIOR COURT - MARTINEZ  
COUNTY OF CONTRA COSTA  
MARTINEZ, CA, 94553

ALFREDO LEON OREA VS MORTGAGE LENDERS OF AMERICA

NOTICE OF CASE MANAGEMENT CONFERENCE

CIVMSC13-01484

1. NOTICE: THE CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED FOR:

DATE: 09/05/13

DEPT: 31

TIME: 9:00

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT CONFERENCE QUESTIONNAIRE, AND A BLANK STIPULATION FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

2. You may stipulate to an earlier Case Management Conference. If all parties agree to an early Case Management Conference, please contact the Court Clerk's Office at (925)646-4099 for Unlimited Civil and Limited Civil cases for assignment of an earlier date.

3. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference and to discuss the suitability of this case for the EASE Program, private mediation, binding or non-binding arbitration, and/or use of a Special Master.

4. At any Case Management Conference the court may make pretrial orders including the following:

- a. an order establishing a discovery schedule
- b. an order referring the case to arbitration
- c. an order transferring the case to limited jurisdiction
- d. an order dismissing fictitious defendants
- e. an order scheduling exchange of expert witness information
- f. an order setting subsequent conference and the trial date
- g. an order consolidating cases
- h. an order severing trial of cross-complaints or bifurcating issues
- i. an order determining when demurrers and motions will be filed

SANCTIONS

If you do not file the Case Management Conference Questionnaire or attend the Case Management Conference or participate effectively in the Conference, the court may impose sanctions (including dismissal of the case and payment of money).

Clerk of the Superior Court of Contra Costa County  
I declare under penalty of perjury that I am not a party to this action, and that I delivered or mailed a copy of this notice to the person representing the plaintiff/cross-complainant.

Dated: 07/10/13

\_\_\_\_\_  
A. GAMBOL, Deputy Clerk

## PROOF OF SERVICE

I am over the age of 18 and not a party to the within action; I am employed by POLSINELLI LLP in the County of Los Angeles, California at 2049 Century Park East, Suite 2300, Los Angeles, California 90067.

On August 23, 2013, I served the foregoing document(s) described as: **DEFENDANTS NOTICE OF FILING NOTICE OF REMOVAL** on the interested parties in this action by placing the true copies thereof enclosed in sealed envelopes addressed as follows:

**Todd M. Friedman, Esq.**  
**Nicholas J. Bontrager, Esq.**  
**Suren N. Weerasuriya, Esq.**  
**Law Offices of Todd M. Friedman, P.C.**  
**369 S. Doheny Drive, Suite 415**  
**Beverly Hills, CA 90211**

☒ **By United States Mail:** I enclosed the documents in a sealed envelope or package addressed to the person listed above at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **By Overnight Delivery:** I placed said document(s) in an envelope or package for collection and delivery by an overnight courier authorized to receive said documents. I am readily familiar with the firm's practices for collection and processing of documents for overnight delivery, and said envelope or package will be deposited for receipt and business day delivery.

☐ **By personal service:** I personally delivered the envelope or package to the persons at the address listed at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office.

☐ **By facsimile transmission:** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed above. No error was report by the fax machine that I used. A copy of the report of the fax transmission, which I printed out, is attached.

☒ (Federal) I declare under penalty of perjury under the laws of the State of California and under the laws of the United States of America that the above is true and correct.

Executed on August 23, 2013, at Los Angeles, California.

\_\_\_\_\_  
 /s/ Teri Carson  
 Teri Carson